City of Elgin
P.O. Box 128 - 180 N. 8th Ave. - Elgin, OR 97827
Voice :(541)437-2253 Fax :(541)437-0131

Allen L. Duffy 8-20-18

NOTICE

City of Elgin Oregon City Council to Conduct:
Regular Council Meeting

When: Tuesday August 14th, 2018: Council Meeting 7:00pm
Where: Elgin City Hall, 180 Nth 8th Street, Elgin, Oregon 97827
For More Information, Please Contact Brock Eckstein, City Administrator/Recorder, at (541) 437-2253 or cityadm@cityofelginor.org.

MEETING AGENDA 7:00pm:

- 7:00pm Call to Order and Flag Salute
- Roll Call:

Councilor West____ Councilor Shaffer____ Councilor Burgess____ Councilor Warren____ Councilor Reed____
Councilor Hallgarth____ Student Councilor VACANT____ Mayor Duffy____

- Revise/Approve Agenda
- Citizens May Speak About Items on the Current Agenda IF Called Upon at This Time

REPORTS

- Law Enforcement - UC Sheriff Department
- Ordinance Officer – Alex Duffy
- Municipal Court – Laura Eckstein
- Ambulance – Kevin Silvernail
  - Public Safety – Mayor Duffy/Councilor West and Warren
- Public Works – Director Larman,
  - Councilors Burgess/Reed
- Engineer's Report - JUB
- Parks and Rec – Bryan Jungling
- Library – Michele Timmons
- Planning Commission – Brock Eckstein
- Administrator – Brock Eckstein
  - Administration – Councilors Warren/Hallgarth
- Opera House – Councilors Shaffer
- Union County Chamber – Bob Kavanaugh
- Chamber – Admin. Eckstein/Councilor Hallgarth
- Lions Club – Mayor Duffy/Admin. Eckstein
- Stampeders – Councilor Burgess
- Women's Service Club – Councilor Warren
- Museum – Councilor Reed
- Rail Road – David Arnold
- Economic Development – Mayor Duffy
- Student Council – VACANT

OLD BUSINESS

Executive Session 192.660(2)(e) To conduct deliberations with persons you have designated to negotiate real property transactions.

Executive Session 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with-regard to-current litigation or litigation likely to be filed.

CITY OF ELGIN, OREGON ORDINANCE 5 (2018) - AN ORDINANCE GRANTING TO EASTERN OREGON NET, INC. / PRIORITY ONE TELECOMMUNICATIONS, INC. A FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF ELGIN, OREGON.

CITY OF ELGIN, OREGON ORDINANCE 6 (2018) - AN ORDINANCE GRANTING TO LIGHTSPEED NETWORKS, INC., DBA "LS NETWORKS" AN OREGON CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF ELGIN, OR

Calico Arms Land Purchase Agreement

NEW BUSINESS

NEW BUSINESS

The Council will go into a public hearing at this point to discuss the possible purchase of the W.C. Complex in Elgin for the location of the new City Hall, Public Works Shop, and Animal Shelter. Members of the public are allowed to speak at this point and ask questions!

CITIZENS CONCERNS (3 Min. please sign in to speak; Council to receive information for future consideration, no decisions made at this time you may only speak on future items you would like to see on an agenda, NOTHING ELSE. All handouts and correspondence must go through the city administrator the Wednesday prior to the meeting date by 12:01 pm before the council can receive a copy.)

THE ELGIN CITY COUNCIL RESERVES THE RIGHT TO CALL EXECUTIVE SESSIONS FOR ANY PURPOSE UNDER ORS 192.660

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to:

Brock Eckstein (541) 437-2253 City Administrator/Recorder

CITY OF ELGIN

P.O. BOX 128, 180 N. 8TH AVE., ELGIN, OR 97827
Ph: 541-437-0555 Fx: 541-437-0131
publicworks@cityofelginor.org

April/May 2016

- *No accidents or injuries*
- *North end water line loop from N15th to N13th to N 11th is completed, charged, disinfected and online.*
- *14th Street sidewalks ready for construction, start date is today.*
- *Indian Valley estates sewer and water design, JUB update*
- *Started on utilities for the new office building behind WC, storage complex*

Public Works Director

Check out the new city web page at cityofelginor.org for all your city ordinances, police reports and general information

Elgin Activities –JULY 2018

The Union County Deputies contributed hours to the total for the month. The statistics reflect the activities for the Sheriff's Office.

HOURS	**493.75**	
CRIM. CITATIONS	0	
TRAFFIC CITATIONS	9	
WARNINGS	53	
ARRESTS	8	
CALLS FOR SERVICE	64	
FIELD INTERVIEWS	26	
WALK-INS	0	
REPORTS	12	
TOWS/IMPOUNDS	0	
OTHER	1	**noted with an * below**

The above hours were allocated as follows:

PATROL	**51 %**	**TRAFFIC ENFORCEMENT**	**22 %**
REPORTS	**8 %**	**INVESTIGATIONS**	**19 %**

Activities include:

Routine patrol including foot patrol, school patrol, truck route patrol, bicycle patrol and traffic patrol
Ongoing Drug investigations and surveillance
Call for service for Theft of gas & fence ran over
Report of an abandoned vehicle
Call for service for Theft of medications
Responded to a possible Trespass situation
Report of speeding motorcycles out Palmer Jct Rd
Disabled motorist assist x 2
Citizen contact regarding Identity Theft
Responded to a horse riding accident
Investigation of possible Harassment, ongoing
Report of a possible violation of a Stalking order
Call from a citizen worried about children, options explained
Call for service regarding foul play by juveniles, unable to locate
Arrested one male subject for Harassment and Domestic
Follow up on a Stalking order violation
Call for service for a civil issue regarding a trailer
Assisted OSP on a vehicle accident
Medical assist x 4
Report of an Ice chest lid on the highway
Arrested one subject for DUII
Call for an unruly juvenile, asked for extra patrol
Arrested one subject for Driving While Suspended Misdemeanor
Report of a trailer of garbage left at entrance of transfer site
Assisted Forest Service LEO
Investigation of possible Trespass

Welfare check
Responded to a report of a Domestic Disturbance
Report of subjects trespassing on railroad property
Trespassed one subject from a residence x 3
Rodeo and Stampede parade patrol
Call to report a suspicious vehicle
Responded to a call of a gunshot wound/suicide, follow up
Call for Criminal Mischief to a stop sign, civil compromise reached
Report of possible gunshots fired, unfounded
*Field Training Evaluation Program (FTEP) school
Call to report an abandoned vehicle, options explained
Arrested one subject for Disorderly Conduct II & Resisting Arrest
Call to report a stab wound
Attempted to locate a missing person from LG
Standby for a Restraining Order move out
Call for a suicidal juvenile, counselled and placed an action plan
Report of a domestic disturbance, parties separated and counselled
Arrested one female subject on out of county warrants
Attempted to locate two wanted subjects
Arrested one subject for DUII
Assault investigation
Standby on a move out for a No Contact order
Call of possible Fraud, investigation and follow up
Responded to a report of a bicycle vs car accident
Responded to a call of a tree that fell on utility lines near a residence
Report taken on a break in
DHS Assist x 2
Notified of property vandalized by a citizen, no report taken
Assisted Ordinance Officer with an Aggressive dog call
Arrested one male subject on a warrant
Call for service for a noise complaint
Responded to a report of two males fighting in a vehicle

Elgin 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	0.00	20.00	17.50	19.00	6.00	10.00	19.00					
2	13.00	20.00	15.00	20.00	21.00	12.00	11.00					
3	10.00	15.75	23.75	15.00	40.00	19.00	10.00					
4	22.00	20.00	10.00	15.50	37.00	9.50	22.25					
5	17.50	23.00	24.00	30.00	30.25	19.50	20.00					
6	22.75	10.00	10.00	22.75	13.25	27.50	28.00					
7	17.00	9.00	16.00	18.50	10.00	27.75	19.00					
8	25.00	14.50	19.00	10.00	10.00	32.00	12.50					
9	11.50	18.00	19.25	20.00	20.00	19.50	13.00					
10	12.00	10.00	16.00	20.00	17.50	15.00	9.25					
11	17.50	18.50	21.25	11.00	18.00	10.50	24.00					
12	21.00	14.00	11.50	20.50	18.25	1.00	25.25					
13	20.25	11.00	16.00	14.00	18.00	0.00	30.25					
14	20.50	18.00	18.00	1.00	10.00	22.75	30.75					
15	12.50	24.00	21.00	16.50	1.00	17.00	21.00					
16	14.00	20.00	21.25	29.00	16.00	20.00	10.00					
17	6.50	14.00	14.00	19.00	18.25	25.00	5.50					
18	4.00	11.00	24.00	15.50	25.00	11.00	19.00					
19	10.00	20.00	21.50	18.50	10.00	13.50	8.00					
20	10.00	14.00	7.50	24.50	15.00	16.25	22.00					
21	10.00	14.00	16.50	21.00	9.00	11.25	9.50					
22	13.50	19.50	25.00	16.00	0.00	16.75	23.50					
23	15.00	17.50	23.75	10.00	15.00	12.00	2.50					
24	10.00	18.50	15.00	5.00	18.00	10.00	8.50					
25	28.50	23.00	14.50	15.00	8.00	3.50	12.50					
26	13.50	20.00	12.00	22.00	3.00	12.00	19.00					
27	10.00	13.00	13.00	22.50	1.50	12.00	23.50					
28	30.25	10.00	13.00	9.50	0.00	27.50	7.00					
29	24.00	0.00	15.50	16.50	10.00	22.25	18.00					
30	10.00	0.00	22.50	10.00	12.50	21.50	10.00					
31	3.50	0.00	11.75	0.00	28.50	0.00	0.00					
Total	**455.25**	**460.25**	**529**	**507.75**	**460**	**477.5**	**493.75**	**0**	**0**	**0**	**0**	**0**

	420	420	420	420	420	420	420	420	420	420	420	420
Over/Shor	35.25	40.25	109.00	87.75	40.00	57.50	73.75	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

CITY OF ELGIN CITY COUNCIL - ENGINEERING UPDATE

August 2018

ACTIVE TASK ORDERS

Project Name	Start	End	Summary of Progress
Sewer Collection System PER	October 2017	October 2018	Review and analyze data collected by City. Incorporate data into the existing Geodatabase. Write draft report.
Indian Valley Estates	February 2018	Summer 2018	J-U-B has developed a draft scope, schedule and fee for water and sewer design. City is reviewing.

Elgin Municipal Engineering:

- ☐ Sewer Collection System PER
  - USDA Rural Development Grant ($30k) funds and the IFA Technical Assistance Grant ($20k) funds are obligated.
  - City staff has conducted an existing condition analysis on the sewer system for the City. City crews used the City of La Grande's TV camera to inspect the City sewers. J-U-B is in the process of reviewing and analyzing this data.
  - The next round of CDBG funding opens in October and is due at the end of December. The City will pursue CDBG funds for design efforts following completion of the PER.
  - The City, J-U-B and Ducote Consulting are reviewing various funding alternatives for design and construction projects. Ducote Consulting will lead funding efforts with assistance from J-U-B.
- ☐ Indian Valley Estates
  - J-U-B has developed a concept design for the water and sewer infrastructure. We are working with public works to refine and accept the concept in order to proceed with final design.
  - Road design and construction will occur once utilities are constructed.

Items of General Municipal Engineering Interest:

- ☐ None this month.

Monthly Council Report
August 2018
Library

The La Grande Community Library foundation granted our library with $1,196 for more shelving.

The Elgin Lions club donated $300 to our library. Every year they have graced our library with these funds and every year the library purchases books for all the kids that signed up for the Summer Reading Program. It is so awe inspiring that our community works so well together.

I would like to say thank you to all the presenters, volunteers, and everyone that donated for this year's 2018 Summer Reading Program! We had so much fun and all the presenters were amazing. The children read an amazing 713 books and that is just for June and July. Those that read 10 books received a free 6" Sub from Subway. Thank you, Brock! Some of our older kids only signup and complete because they know they are getting a free Subway. Whatever is the motivation is good enough for me.

Northeast Oregon public transit had a meeting 8/8/18 @6:00 p.m. To talk about the new statewide transportation improvement fund. This was created through the new payroll tax instituted on 7/1/18.

There will be an essential oils class this one is geared towards our pets. Wednesday, August 15th @ 3:00 p.m. This is a free class it only costs if you sign up to purchase the doterra oils.

There will be a basket & spirit chime class Thursday, August 16th @ 2: p.m. This class is $25.00 all martials are included. 10% of the proceeds will go to the Library.

City of Elgin
P.O. Box 128 - 180 N. 8th Ave. - Elgin, OR 97827
Voice :(541)437-2253 Fax :(541)437-0131

Monthly Administrator Report

Mr. Mayor and City Councilors,

- LOC reservations, invited Ryan Martin
- Filing/Re-Filing for Seats
- $71,000 From Boise Cascade update
- TASK ORG: SRTS Grant, moving forward with project
- Auditor Approval
- Street User Fee Update
- Address Update

Brock Eckstein

City Administrator

TASK ORDER NO. 2018-02 FOR MASTER AGREEMENT FOR MISCELLANEOUS ENGINEERING SERVICES (Safe Routes to School Funding Application) CITY OF ELGIN

City Project No._____

Consultant Project No. 33-18-____

THIS TASK ORDER, entered into this 3rd day of August, 2018, between The City of Elgin, Oregon, hereinafter referred to as the CITY, J-U-B ENGINEERS, Inc., hereinafter referred to as the J-U-B, is subject to the provisions of the **Master Miscellaneous Engineering Agreement for RFP issued March 14, 2017, and signed on September 25, 2017**, hereinafter referred to as the AGREEMENT.

WITNESSETH:

WHEREAS, the CITY intends to apply for Safe Routes to School (SRTS) funds to improve access between the elementary school, middle school, and the high school.

hereinafter referred to as the PROJECT; NOW, THEREFORE, the CITY and J-U-B ENGINEERS, Inc. in consideration of their mutual covenants herein agree in respect as set forth below.

CITY INFORMATION AND RESPONSIBILITIES:

The CITY will provide to J-U-B the data and/or services specified in the AGREEMENT.

In addition, the CITY will furnish to JUB items needed to complete the estimate and application.

SERVICES TO BE PERFORMED BY CONSULTANT:

J-U-B will develop cost estimates and assist in preparing the application for SRTS funds.

SCHEDULE OF SERVICES TO BE PERFORMED:

J-U-B will perform said services within 75 calendar days of the date of this TASK ORDER.

BASIS OF FEE AND BILLING SCHEDULE:

The CITY will pay J-U-B for its services and reimbursable expenses as follows:

Time and Materials, not to exceed $8,500

File Folder Title: Elgin Safe Routes to School

Remarks: _____

IN WITNESS WHEREOF, the parties hereto have executed this TASK ORDER AGREEMENT as of the day and year first above written.

CITY: City of Elgin
180 N. 8th Street, PO Box 128
Elgin, OR 97827

CONSULTANT: J-U-B ENGINEERS, Inc.
1201 Adams Ave
La Grande, OR 97850

CITY ADMINISTRATOR APPROVAL:

By:_____

Name/Title: Brock Eckstein, City Administrator

By: _____

Name/Title: Ben Volk, P.E., Area Manager

MAYOR APPROVAL:

By: _____

Name/Title: Allen Duffy, Mayor

PUBLIC WORKS APPROVAL:

By: _____

Name/Title: Dan Larman, Public Works Supervisor

Brock Eckstein

From: CIS (Citycounty Insurance Services) <cis@cisoregon.org>
Sent: Thursday, August 02, 2018 12:10 PM
To: cityadm@cityofelginor.org
Subject: CIS: Elgin Loss Run Report(s) as of 7/31/2018

Dear Brock,

Below is a summary of claims and financial activity for P/C Trust coverage with CIS during July, 2018.

Click here to log on to the CIS website and view loss run reports.

Line of Business	New Claims	Closed Claims	Paid During Last Month	Reserves Change Last Month
Elgin				
Auto Liability	0	0	$0.00	$0.00
Auto Physical Damage	0	0	$0.00	$0.00
General Liability	0	0	$0.00	$0.00
Property	0	0	$0.00	$0.00
Workers' Compensation	0	0	$0.00	$0.00

Other contacts from your organization receiving loss run information:

- Hilary Wilhelm - P/L only

If you have any questions or comments, please reach out to me.

Thank you,

Trent McGath
CIS Risk Information Manager
tmcgath@cisoregon.org
Office: 503.763.3896

State of Oregon)
)
County of Union)

Court Case#: 160150197

Sheriff's Case#: 1803076

RECEIVED
JUL 16 2018
BY: ...

NOTICE OF SHERIFF'S SALE
(Real Property)

On Thursday, August 23rd, 2018, at the hour of 10:00 a.m., at the Union County Sheriff's Office, 1109 K Ave, La Grande, Or., I will sell at public auction to the highest bidder for cash or cashier's check, in hand, made out to Union County Sheriff's Office, subject to redemption, located in Union County, Oregon to wit: in the following described real property:

THE SOUTH 60 FEET OF LOTS 8, 9, AND 10 IN BLOCK 51 OF HINDMAN'S ADDITION TO ELGIN, UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION. (01N3915DA-1201; REF. NO. 15816)
LOTS 6 AND 7 IN BLOCK 51 OF HINDMAN'S ADDITION TO ELGIN, UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION. (01N3915DA-1100; REF. NO. 13044)
COMMONLY KNOWN AS 125 N 8TH AVE, ELGIN OR 97827

Said sale is made pursuant to a Writ of Execution of Real Property Money Award dated July 3, 2018, issued out of the Circuit Court of the State of Oregon for the County of Union where REALLINX Inc., a Delaware Corporation, is plaintiff, and Elgin T.V. Association, Inc., a Oregon Non-Profit Corporation, dba "Elgin T.V.", is defendant.

PROSPECTIVE BIDDERS, READ THIS SECTION CAREFULLY
Before bidding at the sale, a prospective bidder should independently investigate:
(a) The priority of the lien or interest of the judgment creditor;
(b) Land use laws and regulations applicable to the property;
(c) Approved uses for the property;
(d) Limits on farming or forest practices on the property;
(e) Rights of neighboring property owners; and
(f) Environmental laws and regulations that affect the property

Conditions of Sale: All potential bidders are subject to inspection of funds prior to or during participation in the auction to qualify as a bidder. Individuals without proof of sufficient funds, or that have not qualified before the start of the auction, will not be allowed to participate. Only U.S. currency and/or cashier's checks made payable to Union County Sheriff will be accepted. Payment must be made in full immediately upon conclusion of the sale. Only the judgment creditor who obtained the writ may credit bid up to the Writ amount plus allowable costs. The judgment creditor must have cash in hand for any difference above the amount of the Writ and allowable costs.

BOYD RASMUSSEN, SHERIFF
Union, Oregon

By _____
Deputy Terri Spears

COPY

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF UNION

REALLINX INC., A DELAWARE CORPORATION, Plaintiff(s), vs. **ELGIN T.V. ASSOCIATION, INC., A OREGON NON-PROFIT CORPORATION DBA "ELGIN T.V.",** Defendants.	)	No. 160150197 **NOTICE OF LEVY UNDER WRIT OF EXECUTION - REAL PROPERTY**

STATE OF OREGON)
) ss.
County of Union)

I, Boyd Rasmussen, Sheriff of Union County, do hereby certify that, by virtue of a Writ of Execution issued out of the Circuit Court of the State of Oregon for Union County on the 3rd day of July, 2018, on a judgment rendered by said Court wherein REALLINX Inc., a Delaware Corporation, is the plaintiff, and Elgin T.V. Association, Inc., a Oregon Non-Profit Corporation, dba "Elgin T.V.", is/are the defendant(s), said Writ of Execution being in favor of said plaintiff and against the real property of said defendant(s), together with written instructions commanding me to make sale of all of the right, title, claim and/or interest of the defendant(s) in and to the following certain real property, and directed to me the Sheriff of Union County, Oregon, I did on the 12th day of July, 2018, at the instance of the above-named plaintiff levy upon all the interest of the within named defendants, of, on and to the following described real property:

THE SOUTH 60 FEET OF LOTS 8, 9, AND 10 IN BLOCK 51 OF HINDMAN'S ADDITION TO ELGIN, UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION. (01N3915DA-1201; REF. NO. 15816)
LOTS 6 AND 7 IN BLOCK 51 OF HINDMAN'S ADDITION TO ELGIN, UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION. (01N3915DA-1100; REF. NO. 13044)
COMMONLY KNOWN AS 125 N 8TH AVE, ELGIN OR 97827.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of July, 2018.

BOYD RASMUSSEN, SHERIFF
Union County, Oregon

By: Terri Spears, Deputy

COPY

20182022

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF UNION

REALLINX INC., a Delaware Corporation,

Plaintiff,

v.

ELGIN T.V. ASSOCIATION, INC., an Oregon Non-Profit Corporation, dba "Elgin T.V."; JULIA HOWELL; and TRACY J. WEATHERSPOON, Individually, and as Affiant for Small Estate of Julia Howell,

Defendant.

No.160150197

WRIT OF EXECUTION -REAL PROPERTY

MONEY AWARD

TO: SHERIFF OF UNION COUNTY:

Whereas on or about March 10, 2016, a limited judgment was entered in the register for this case in the above-entitled court, in favor of the plaintiff and against the defendant, Elgin T.V. Association, INC., providing a money award in the principal amount of $24,154.62, plus interest at the rate of nine percent per annum from March 10, 2016 until paid, and the further sum of $354.51 for costs and disbursements (the "Limited Judgment"). On April 13, 2018 Plaintiff assigned its interest in this limited judgment to Tracy Weatherspoon. On May 18, 2018 this Court entered a general judgment in favor of Tracy Weatherspoon, superseding the limited judgment. As of July 2, 2018, the total owing under the new general judgment in favor of assignee Tracy J. Weatherspoon is $30,032.35. Interest continues to accrue at $6.04 per day.

Now, therefore, in the name of the State of Oregon, you are hereby commanded to sell in the manner prescribed by law for the sale of real property (subject to redemption), all of the

RECEIVED
JUL 12 2018

COPY

STATE COURTS FOR UNION COUNTY
COURT CERTIFIED TRUE COPY OF ORIGINAL
DATED THIS 11 DAY OF July 2018
BY Priscilla
SIGNATURE
Priscilla
PRINT NAME

STEVEN J. JOSEPH, P.C.
ATTORNEYS AT LAW
901 WASHINGTON AVENUE - P.O. BOX 3230
LA GRANDE, OREGON 97850
TELEPHONE (541) 963-4901 • FAX (541) 963-7621

interest the defendant has in the real property described in the attached **Exhibit 1**, in the City of Elgin, Union County, Oregon (the "Real Property") to satisfy the sum of $24,509.13, together with accrued interest thereon of $5,523.22 as of the date hereof, plus interest on the total after the date of this writ at the rate of nine percent per annum until paid, and also the costs of this execution making due return hereon within 60 days after you have received this writ.

The mailing address for the judgment creditor is 1195 Alder Street, La Grande, OR 97850.

The physical address for reference no. 15816, tax lot 1201, is 125 N 8th Ave, Elgin OR 97827. Reference number 13044, tax lot 1100 does not have a physical address to judgment creditors knowledge. The real property is not the residence or homestead of the defendant. Therefore, no order is required for the sale of the real property.

DATED: Signed: 7/3/2018 10:14 AM, 2018.

TRIAL COURT ADMINISTRATOR

By: _____
CLERK Michelle Leonard
Trial Court Administrator

SUBMITTED BY:

_____
J. LOGAN JOSEPH, OSB #153618
Of Attorneys for Assignee

STEVEN J. JOSEPH, P.C.
ATTORNEYS AT LAW
901 WASHINGTON AVENUE - P.O. BOX 3230
LA GRANDE, OREGON 97850
TELEPHONE (541) 963-4901 • FAX (541) 963-7621

The South 60 feet of Lots 8, 9 and 10 in Block 51 of HINDMAN'S ADDITION to Elgin, Union County, Oregon, according to the recorded plat of said addition.

(01N3915DA-1201; Ref. No. 15816)

Lots 6 and 7 in Block 51 of HINDMAN'S ADDITION to Elgin, Union County, Oregon, according to the recorded plat of said addition.

(01N3915DA-1100; Ref. No. 13044)

STATE OF OREGON }
SS
County of Union }

I certify that this instrument was received and recorded in the book of records of said county.

ROBIN A. CHURCH
Union County Clerk

by: _____ Deputy.

DOC#: 20182022
RCPT: 188200 100.00
7/11/2018 11:11 AM
REFUND: .00

EXHIBIT 1

CITY OF ELGIN, OREGON ORDINANCE 5 (2018)

AN ORDINANCE GRANTING TO EASTERN OREGON NET, INC. / PRIORITY ONE TELECOMMUNICATIONS, INC. A FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF ELGIN, OREGON.

WHEREAS: EASTERN OREGON NET, INC. / PRIORITY ONE TELECOMMUNICATIONS, INC., (hereinafter "Franchisee") provides Telecommunications Services within the City of Elgin, Oregon (hereinafter the "City");

WHEREAS: Pursuant to Federal law, State statutes, and City Charter and local ordinances, the City is authorized to grant non-exclusive franchises to occupy Rights of Way in order to erect, construct, operate, repair and maintain a Telecommunications Network within the municipal boundaries of the City of Elgin ("Franchise Area"); and

WHEREAS: Franchisee has applied to the City for a Telecommunications Franchise, and the City has reviewed said application and has determined that it meets the requirements of the City's Ordinance subject to the terms and conditions stated herein:

NOW THEREFORE, THE CITY OF ELGIN ORDAINS AS FOLLOWS:

Gross Revenues: Any and all revenue derived from Telecommunications Services, of any kind, nature, or form, without deduction for expense in the City and is further defined in Section 10. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

Rights-of-Way: the present and future streets, viaducts, elevated roadways, alleys, public highways and avenues in the City, including Rights-of-Way held in fee, or by virtue of an easement or dedication.

Telecommunications: the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Network: infrastructure owned by Franchisee utilizing one or more facilities located within the City's Rights-of-Way, including, but not limited to, lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to the provision of Telecommunications Service.

Telecommunications Service: The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' used.

Section 2: Grant of Franchise. The City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, authority and Franchise to erect, construct, operate, repair and maintain in, under, upon, along, across and over the City's Rights-of-Way, its lines, poles, anchors, wires, cables, conduits, laterals and other necessary and convenient fixtures and equipment,

for the purposes of constructing, operating and maintaining a competitive Telecommunications Network within the City.

Section 3: Franchise Not Exclusive. The Franchise granted herein (the "Franchise") is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other Rights-of-Way, by Franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee.

Section 4: Term and Termination. The term of this Franchise shall be two (2), five (5) year terms, commencing with the effective date of this Ordinance. Thereafter, this Franchise shall continue in full force and effect for an additional two (2), five (5) year terms, unless notice is given by either party ninety (90) days before expiration of the then-current term of its intention to terminate or renegotiate the Franchise. Upon termination or expiration of the Franchise (and any replacement thereof), Franchisee shall, within one hundred and eighty (180) days, remove all its facilities at its own cost. Should the Grantee fail to remove its facilities within the one hundred and eighty day (180) period, the City may remove the Franchisee facilities and charge Franchisee the actual cost thereof.

Section 5: No Limitation of City Authority.

(a) Nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its Rights-of-Way, or granting other franchises for use of Rights-of-Way, or of adopting general ordinances regulating use of or activities in the Rights-of-Way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Rights-of-Way, whether now owned or hereinafter acquired.

(b) In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its Rights-of-Way, Franchisee shall, upon request, and at its sole expense, promptly relocate such infrastructure, and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. Relocations required by a third party (including other franchisees of the City's Rights of Way) shall be paid by such party requesting the relocation.

(c) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.

(d) Except as otherwise provided by law, and subject to Section 6 herein, nothing in this Franchise shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

Section 6: Construction, Maintenance and Repair of Infrastructure.

(a) Franchisee shall register all of its facilities with the Oregon Utility Notification Center/One-Call Center and, upon request by the City, provide such location information as the City may reasonable require to properly manage its Rights of Way.

(b) Franchisee may make all needful excavations in any Right-of-Way for the purpose of placing, erecting, laying, maintaining or repairing Franchisee's infrastructure, and shall repair, renew and replace the same as reasonably possible to the condition that existed prior to such excavation. Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to, and approved by, the City, such plans to be evaluated by the standards applied to the construction of other similar Telecommunications systems in the City. Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations, or ordinances which may, during the term of this Franchise, be adopted from time to time by the City, or any other authority having jurisdiction over Rights-of-Way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation or construction. Franchisee shall provide the City with as-built maps, to avoid future conflicts.

(c) In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic

data transmittal or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.

(d) Franchisee shall construct and maintain its Telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities.

(e) Upon express written permission of the City, Franchisee may trim trees or other vegetation owned by the City or encroaching upon the Right of Way to prevent branches or leaves from touching or otherwise interfering with Franchisee's facilities. All trimming or pruning requested by Franchisee shall be at the sole cost of Franchisee. The Franchisee may contract for said trimming or pruning services with any person approved by the City.

Section 7: Insurance.

(a) General. At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall provide the insurance specified in this section.

(b) Evidence Required. Within 30 days of the effective date of this Franchise, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section.

(c) Notice of Cancellation, Reduction, or Material Change in Coverage. Policies shall include a provision requiring written notice by the insurer or insurers to the City not less than 30 calendar days prior to cancellation, in coverage. If insurance coverage is canceled, Franchisee shall, prior to the effective date of such cancellation, , obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability, or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.

(d) Insurance Required. During the term of this contract, Franchisee shall maintain in force, at its own expense, the following insurance:

(1) Workers' compensation insurance for all subject workers; and

(2) General liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 for each person, and $4,000,000 for each occurrence of bodily injury and $2,000,000 for property damage, which coverages shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insureds with respect to Franchisee's activities pursuant to this Franchise.

Section 8: Transfers and Change in Control.

(a) Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the consent of the City, expressed in writing, such consent may be withheld by the City in its sole discretion. If the Franchisee wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City. The City shall have 60 days to act upon any request for approval of a transfer.

(c) The Franchisee, upon any transfer, shall within 60 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

(d) The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a Telecommunications System of the Franchisee or any affiliate of the Franchisee. However, the Telecommunications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

(e) The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is Telecommunications System operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

Section 9: Indemnification. The Franchisee agrees to indemnify, save and hold harmless, and defend the City, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury, including accidental death, which arise out of Franchisee's construction, operation, or maintenance of its facilities.

Section 10: Compensation.

(a) Franchise Fee. In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications Network within the Franchise Area the Franchise shall pay to City during the term of this Franchise an amount equal to seven percent (7%) of the Franchisee's Gross Revenues ("Franchise Fee"). Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected. Revenue from point to point or multi-point services is based on the pro-rata share of the revenue from those services originating or terminating in the Franchise Area. The City represents and warrants that all Telecommunications Franchises ordained by the City contain, and will contain, equivalent Franchise Fee requirements as those contained herein, and will be applied and enforced in a competitively neutral and nondiscriminatory manner.

(b) Modification Resulting from Action by Law. Upon thirty days notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Franchise Fee below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the effective date of such repeal or amendment, up to the maximum allowable by law.

(c) Payment of Franchise Fees. Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of Gross Revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.

(d) The Franchise Fee includes all compensation for the use of the City's Rights-of-Way. Franchisee may offset against the Franchise Fee the amount of any fee or charge paid to the City in connection with the Franchisee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Franchise Fee shall not be deemed to be in lieu of or a waiver of

any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

Section 11: Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Facilities owned, maintained, or operated by Grantee located within any public Rights-of-Ways of the annexed territory shall be subject to all of the terms of this Ordinance.

Section 12: Right to Inspect Records. In order to manage the Franchisee's use of Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's Telecommunications Network; the amount collected by the Franchisee from users of Telecommunications Service provided by Franchisee via its Telecommunications Network; the character and extent of the Telecommunications Service rendered therefore to them; and any other related pertinent financial information required for the exercise of any other lawful right of Franchisee under this Franchise. Subject to the Oregon Public Records law, any information that is provided to the City which is marked proprietary and confidential shall not be disclosed or used for any purpose, other than verifying compliance with the terms of this Ordinance, and shall be returned to Franchisee.

Section 13: Right to Perform Franchise Fee Audit or Review; Default. In addition to all rights granted under Section 12, the City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise Fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than 3 years after the date on which Franchise Fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City.

Section 14: Right to Inspect Construction. The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's Rights-of-Way.

Section 15: Compliance with Applicable Laws. Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Oregon anti-trust law, ORS 646.750-646.836, or the Oregon Unlawful Trade Practices Act, ORS 646.650-646.652. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

Franchisee reserves the right to challenge any applicable federal, state, and local laws, ordinances, and regulations in the future.

Section 16: Notice. Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address or such other address as each party may specify in writing:

City of Elgin Administrator

Address: P.O. Box 180, Elgin, OR 97827

Phone: (541)437-2253

Facsimile: (541)437-0131

Contracts Management

EASTERN OREGON NET, INC. / PRIORITY ONE TELECOMMUNICATIONS, INC.

216 Chestnut St., La Grande, OR 97850

Phone: 541-676-9663

Facsimile: 541-963-2625

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

Section 17: Captions. The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise.

Section 18: Severability. If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been part of this Franchise.

Section 19: Waiver.

(a) The City is vested with the power and authority to reasonably regulate, and manage, its Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

(b) No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice; such provision shall be deemed waived.

Section 20: Emergency. The City Council of Elgin finds the health, safety and welfare of the City requires this Ordinance to have immediate effect. Therefore, the City Council hereby declares the existence of an emergency and this ordinance shall be in full force and effect from the time of its passage and approval.

PASSED AND ADOPTED this 14th day of August, 2018.

With _____Ayes, ____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

Mary West, Councilor ____ David Reed, Councilor ____

Rocky Burgess, Councilor ____ Kathy Warren, Councilor ____

Teresa Shaffer, Councilor ____ Risa Hallgarth, Councilor ____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 14th day of August 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019

CITY OF ELGIN, OREGON ORDINANCE 6 (2018)
AN ORDINANCE GRANTING TO LIGHTSPEED NETWORKS, INC., DBA "LS NETWORKS" AN OREGON CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF ELGIN, OR

WHEREAS: Lightspeed Networks, Inc., an Oregon Corporation, dba LS Networks provides Telecommunications services within the City of Elgin, OR; and

WHEREAS: Franchisee has applied for a Telecommunications Franchise pursuant to local ordinances relating to Telecommunications located in the public rights of way, and the City of Elgin "City" has reviewed said application and has determined that it meets the requirements of the City's Ordinance subject to the terms and conditions stated herein:

NOW THEREFORE, THE CITY OF ELGIN ORDAINS AS FOLLOWS:

Section 1: Definitions.

Gross Revenues: Any and all revenue derived from telecommunications services, of any kind, nature, or form, without deduction for expense in the City of Elgin and is further defined in Section 11. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

Rights-of-Way: the present and future streets, viaducts, elevated roadways, alleys, public highways and avenues in the City, including Rights-of-Way held in fee, or by virtue of an easement or dedication.

Telecommunications: the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Network: infrastructure owned by Franchisee utilizing one or more facilities located within the City's Rights-of-Way, including, but not limited to, lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to the provision of access to the Internet and Telecommunications service.

Telecommunications Service: the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

Section 2: Grant of Franchise. The City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, authority and Franchise to erect, construct, operate, repair and maintain in, under, upon, along, across and over the City's Rights-of-Way, its lines, poles, anchors, wires, cables, conduits, laterals and other necessary and convenient fixtures and equipment, for the purposes of constructing, operating and maintaining a competitive Telecommunications network within the City.

Section 3: Franchise Not Exclusive. The Franchise granted herein (the "Franchise") is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other Rights-of-Way, by Franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee.

Section 4: Term and Termination. The term of this Franchise shall be ten (10) years, commencing with the effective date of this Ordinance. Thereafter, this Franchise shall continue in full force and effect for an additional ten (10) years unless notice is given by either party ninety (90) days before expiration of its intention to terminate or renegotiate the Franchise. Upon termination or expiration of the Franchise, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the City's Rights-of-Way. Should the Grantee fail to remove its facilities within the one hundred and eighty day period (180), the City may remove.

Section 5: No Limitation of City Authority.

(a) Except as provided in Section 6 below, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its Rights-of-Way, or granting other franchises for use of Rights-of-Way, or of adopting general ordinances regulating use of or activities in the Rights-of-Way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Rights-of-Way, whether now owned or hereinafter acquired.

(b) In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its Rights-of-Way, Franchisee shall, upon request, and at its sole expense, promptly relocate such infrastructure, and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

(c) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.

(d) Except as otherwise provided by law, and subject to Section 6 herein, nothing in this Franchise shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

Section 6: Competitively Neutral Application. The City shall impose, on a competitively neutral and nondiscriminatory basis, similar terms and conditions upon other similarly situated providers of Telecommunications services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this Section 6 shall be unenforceable against Franchisee.

Section 7: Construction, Maintenance and Repair of Infrastructure.

(a) Franchisee may make all needful excavations in any Right-of-Way for the purpose of placing, erecting, laying, maintaining or repairing Franchisee's infrastructure, and shall repair, renew and replace the same as reasonably possible to the condition that existed prior to such excavation. Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to, and approved by, the City, such plans (1) to be evaluated by the standards applied to the construction of other similar Telecommunications systems in the City, and (2) maintained by the City as confidential and exempt from public disclosure to the maximum extent allowed by law. Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations, or ordinances which may, during the term of this Franchise, be adopted from time to time by the City, or any other authority having jurisdiction over Rights-of-

Way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation or construction.

(b) In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.

(c) Franchisee shall construct and maintain its Telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities.

Section 8: Insurance.

(a) **General.** At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall provide the insurance specified in this section.

(b) **Evidence Required.** Within 30 days of the effective date of this Franchise, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section.

(c) **Notice of Cancellation, Reduction, or Material Change in Coverage.** Policies shall include a provision requiring written notice by the insurer or insurers to the City not less than 30 calendar days prior to cancellation, reduction, or material change in coverage. If insurance coverage is canceled, reduced or materially changed, Franchisee shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability, or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.

(d) **Insurance Required.** During the term of this contract, Franchisee shall maintain in force, at its own expense, the following insurance:

(1) Workers' compensation insurance for all subject workers; and

(2) General liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 for each person, and $4,000,000, for each occurrence of bodily injury and $2,000,000 for property damage, which coverages shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insureds with respect to Franchisee's activities pursuant to this Franchise.

Section 9: Transfers and Change in Control.

(a) **Transfer.** This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the consent of the City, expressed in writing, such consent not to be unreasonably withheld. If the Franchisee wishes to transfer this

Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City.

(b) Any transfer of ownership affected without the written consent of the City shall render this Franchise subject to revocation. The City shall have 60 days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said 60 days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.

(c) The Franchisee, upon any transfer, shall within 60 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

(d) The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a Telecommunications System of the Franchisee or any affiliate of the Franchisee. However, the Telecommunications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

(e) The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is Telecommunications System operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

Section 10: Indemnification. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

Section 11: Compensation.

(a) **Franchise Fee.** In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise area the Franchise shall pay to City during the term of this Franchise an amount equal to seven percent (7%) of the Franchisee's Gross Revenues ("Franchise Fee"). Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected. Revenue from point to point or multi-point services is based on the pro-rata share of the revenue from those services.

(b) **Modification Resulting from Action by Law.** Upon thirty days notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Franchise Fee below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.

(c) **Payment of Franchise Fees.** Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.

(d) The Franchise Fee includes all compensation for the use of the City's Rights-of-Way. Franchisee may offset against the Franchise Fee the amount of any fee or charge paid to the City in connection with the Grantee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

Section 12: Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Facilities owned, maintained, or operated by Grantee located within any public Rights-of-Ways of the annexed territory shall be subject to all of the terms of this Ordinance.

Section 13: Right to Inspect Records. In order to manage the Franchisee's use of Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's Telecommunications System; the amount collected by the Franchisee from users of Telecommunications Service provided by Franchisee via its Telecommunications network; the character and extent of the Telecommunications Service rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees that such information is confidential and that the City will use such information only for the purpose of managing its Rights-of-Way, determining compliance with the terms of this Franchise, and verifying the adequacy of Franchisee's Fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by Oregon law.

Section 14: Right to Perform Franchise Fee Audit or Review; Default. In addition to all rights granted under Section 13, the City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise Fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than 3 years after the date on which Franchise Fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City. The City agrees to protect from disclosure to third parties, to the maximum extent allowed by State law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created using information obtained pursuant to the exercise of its rights hereunder.

Section 15: Right to Inspect Construction. The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's Rights-of-Way.

Section 16: Limited Waiver of Sovereign Immunity; Venue.

(a) The City may have sovereign or other immunities which might prevent or impair enforcement or enjoyment of the terms of this Franchise. Without making a general waiver, limitation or modification of such sovereign or other immunity, the City hereby expressly grants, in favor of Franchisee, a limited, non-assignable waiver of its immunities for claims arising under this Franchise, it being the intent of the parties that the waivers herein provided shall result in the terms and conditions of this franchise being enforced in a competitively neutral manner.

(b) Venue for any proceeding brought to enforce any term or condition of this Franchise shall be the local Circuit Court for the City; provided, however, that should any proceeding be brought in a federal forum, such proceeding shall be brought in the U.S. District Court of Oregon in Portland, Oregon, with the parties stipulating to trial in Portland, Oregon.

(c) Notwithstanding any applicable statute of limitations or other law, these limited waivers of sovereign immunity shall expire when all obligations under this Franchise have been fully and completely performed, or the passage of twenty-four months from the termination of this Franchise, whichever is later.

Section 17: Limitation of Liability. The City and the Franchisee agree that neither shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise, or any part hereof, is determined or declared to be invalid.

Section 18: Compliance with Applicable Laws. Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Oregon anti-trust law, ORS 646.750-646.836, or the Oregon Unlawful Trade Practices Act, ORS 646.650-646.652. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

Section 19: Notice. Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address, or such other address as each party may specify in writing:

Brock Eckstein	Contracts Management
City Administrator	LS Networks
180 N 8th Ave	921 SW Washington Street, Suite 370
Elgin, OR 97827	Portland, OR 97205
Phone: (541) 437-2253	Phone: (503) 294-5300
Facsimile: (541) 437-0131	Facsimile: (503) 227-8585

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

Section 20: Captions. The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise.

Section 21: Severability. If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been part of this Franchise.

Section 22: Waiver.

(a) The City is vested with the power and authority to reasonably regulate, and manage, its Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

(b) No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such provision shall be deemed waived.

PASSED AND ADOPTED this 14th day of August, 2018.

With _____Ayes, _____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

LightSpeed Networks, Inc.

By _____

Michael Weidman

President and CEO

Mary West, Councilor	____	David Reed, Councilor	____
Rocky Burgess, Councilor	____	Kathy Warren, Councilor	____
Teresa Shaffer, Councilor	____	Risa Hallgarth, Councilor	____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 14th day of August 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019

SALE AGREEMENT

DATE: _____, 2018

SELLER: CITY OF ELGIN
180 N. 8th Avenue
P.O. Box 128
Elgin, OR 97828

BUYER: CALICO LIGHT WEAPONS SYSTEMS, INC.
1090 Hemlock Street
P.O. Box 640
Elgin, OR 97828

Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of Seller's interest in certain real property with all improvements located on it in Union County, Oregon, having the legal description as shown in Exhibit 1 attached hereto (the "Property"):

Terms and Conditions

Now, therefore, for valuable consideration, the parties agree as follows:

1. Sale and Purchase. Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of $35,000.00 (the "Purchase Price").

2. Payment of Purchase Price. The Purchase Price will bear interest at the rate of 3.5 percent per annum from the Closing Date and must be paid to Seller in accordance with the terms of a promissory note with Seller as payee and Buyer as maker, as follows:

(1) Buyer will pay Seller equal monthly installments of $346.10 each, which includes the annual rate of 3.5 percent, with the first of such installments to be paid on or before November 1st, 2018, and each subsequent installment to be paid on or before the first day of each month thereafter until and including September 1st, 2028.

(2) Buyer will pay Seller the entire unpaid balance of the Purchase Price, plus any accrued interest thereon, and all other sums due Seller hereunder, on or before November 1st, 2028.

(3) Buyer may prepay all or any portion of the unpaid balance of the Purchase Price at any time without penalty or premium. Any prepayments must be applied first to late charges or other amounts due to Seller, if any, then to interest,

and the balance, if any, will be applied to principal. Any portion of a prepayment to be applied to principal must be applied to the oldest installments due, and will not excuse or reduce the regularly scheduled monthly installments of principal and interest hereunder.

(4) The promissory note must be secured by a first trust deed on the Property, subject only to the Permitted Exceptions (defined below).

(5) The trust deed must provide, among other matters, that Buyer may not sell or transfer any interest in the Property or permit any lien or encumbrance to attach to the Property without the prior written consent of Seller, which consent will not be unreasonably withheld.

(6) If Tenant constructs a 4000 square foot building on the Property, Seller shall credit Tenant $10,000 of the Purchase Price on the date the construction of the building is complete and the building is occupied.

3. Closing. Closing must take place on a mutually agreed upon date, but in no event later than August 31st, 2018 (the "Closing Date"), at the offices of Eastern Oregon Title. The terms closed, closing, or closing date mean when the deed or contract is recorded and funds are available to Seller. Each party must pay one-half of the escrow fee and one-half of any transfer taxes.

4. Preliminary Title Report. Within 10 days after full execu-tion of this Agreement, Seller will furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies (or links to online copies if the report is furnished in digital form) of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review it and to notify Seller, in writing, of Buyer's disapproval of any special exceptions shown in the Title Report. Those exceptions the Buyer does not object to are referred to below as the "Permitted Exceptions." Zoning ordinances, building and use restrictions, property taxes that are not yet paid for the current tax year, and reservations in federal patents and state deeds are deemed Permitted Exceptions. If Buyer notifies Seller, in writing, of disapproval of any exceptions, Seller will have 10 days after receiving the dis-approval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes (the "Seller Assurance Period"). If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 10 days after expiration of the Seller Assurance Period, in which event the earnest money will be promptly refunded to Buyer and this Agreement will be of no further binding effect.

5. Marketable Title; Deed. On the Closing Date, unless agreed otherwise herein, Seller will convey marketable title to the Property to Buyer by statutory warranty deed, free and clear of all encumbrances, except for the Permitted Exceptions.

6. **Title Insurance.** Within 30 days after closing, Seller must furnish Buyer with an American Land Title Association owner's policy of title insurance in the amount of the purchase price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

7. **Taxes; Prorates.** Real-property taxes for the current tax year, insurance premiums (if Buyer assumes the existing policy), and other usual items must be prorated as of the Closing Date. Buyer will pay Seller for remaining heating fuel, if any, at the then-current rate, as of the Closing Date.

8. **Possession.** Buyer will be entitled to possession immediately on closing.

9. **Insurance.** Seller will insure the Property through closing against the losses typically covered by a homeowner's insurance policy.

10. **Representations.** Subject to Seller's written representations contained herein, and any statutory property disclosures given as part of this transaction, Buyer acknowledges that Buyer has accepted and executed this Agreement on the basis of Buyer's own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in its present condition "AS IS."

11. **Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without Seller's prior written consent, which may not be unreasonably withheld by Seller.

12. **Remedies.** TIME IS OF THE ESSENCE OF THIS AGREEMENT. If Buyer fails or refuses to close this transaction, through no fault of Seller, or if Seller fails to deliver the deed described in section 5 above on the Closing Date or otherwise fails or refuses to close this transaction, through no fault of Buyer, this Agreement will be of no further effect, and the parties will be free of any further obligations under this Agreement. The parties agree it is their intention each party will retain all available remedies for breach of contract, including but not limited to the right of specific performance.

13. **Attorney Fees.** If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court and, in the event of appeal, as set by the appellate courts.

14. **Notices.** All notices and communications in connection with this Agreement must be given in writing and will be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted will be deemed effective three days after the date it is placed in the United

States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

15. Brokers. Each party warrants that no broker or finder was consulted or engaged in connection with this transaction. Each party will indemnify, defend, and hold harmless the other from and against all claims, losses, and liabilities made or imposed for any commission or finder's fee to any other broker or agent arising out of the actions of such party.

16. Time for Performance. When the last day for performance of an act by a party falls on a Saturday, Sunday, or legal holiday, the performance of the act shall be considered timely if it is performed on the next day that is not a Saturday, Sunday, or legal holiday.

17. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

18. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agree-ment executed by both parties.

19. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

20. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

21. Further Assurances. Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

22. Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

23. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon.

24. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

25. Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

26. Acceptance. This Agreement will be and void unless accepted by Seller, by Seller's execution of it, on or before August 14th, 2018.

27. Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUC-TION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PAR-CEL, AS DEFINED IN ORS 92.010, ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

SELLER:

_____

By:_____

Its_____

DATED: _____, 2018

BUYER:

_____

By:_____

Its_____

DATED: _____, 2018

EXHIBIT 1

Lots numbered Four (4), Five (5), Seven (7) and Eight (8) in ELGIN INDUSTRIAL PARK, a subdivision of a portion of the Southeast quarter of the Southwest quarter, and the Southwest quarter of the Southeast quarter of Section 15, and the Northwest quarter of the Northeast quarter of Section 22, Township 1 North, Range 39 East of the Willamette Meridian, according to the official plat thereof filed in Plat Cabinet No. B570 and 571; Microfilm No. 20002239, Records of Union County, Oregon.

City of Elgin Council Meeting
Sign In To Speak
(3 min.)

Roberta Witherspoon

BRUCE LAURICELLA WTR BILL

Phil Emerson

Kima Collins